#### NOTICE OF **SALE UNDER POWER**

STAE OF GEORGIA **COUNTY OF WARREN** 

By virtue of the Power of Sale contained in that certain Deed to Secure Debt, Security Agreement and Fixture Filing from Sherer Family Real Estate, LLC ("Borrower") dated May 9, 2017 to The Brand Banking Company, now known as Renasant Bank. through acquisition and merger ("Lender"), recorded in Deed Book 0009L, Pages 0468-0487, Warren County, Georgia records (the "Deed"), conveying the afterdescribed property to secure a Note dated May 9, 2017 in the principal amount of One Million Three Hundred Thirty Thousand and No/100 (\$1,330,000.00) Dollars, with interest thereon, as set forth therein (the "Note"), the undersigned, pursuant to said Deed has declared the entire amount of said indebtedness due and payable because of default. Further, pursuant to that Power of Sale, the undersigned will, on the first Tuesday in July 2020 during the legal hours of sale before the courthouse door in Warren County, Georgia, sell at public outcry to the highest bidder, for cash, the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances (hereinafter referred to collectively as the

All that tract or parcel of land lying and being in the 425th Georgia Militia District of Warren County, Georgia and being situated within the city limits of Warrenton, Georgia, being more particularly described as

"Premises") in said Deed, to wit:

**COMMENCING** at an unmonumented position where the centerline of Azalea Drive intersects with the western right of way of Legion Drive (120' R/W, a.k.a. Georgia Highway 80, Georgia Highway 12 By-Pass, and U.S. Highway 278 By-Pass), thence N 84 degrees 41 minutes 13 seconds E a distance of 128.34 feet to a 1/2" rebar found on the eastern right of way of said Legion Drive and the true POINT OF BEGINNING.

From said POINT OF BEGINNING, proceed along the eastern right of way of said Legion Drive N 15 degrees 38 minutes 04 seconds E a distance of 380.88 feet to a point in the center of a stream.

Thence proceed along the centerline of said stream the following courses and distances:

N 66 degrees 59 minutes 02 seconds E a distance of 22.06 feet; N 00 degrees 06 minutes 57 seconds E a distance of 52.06 feet; N 21 degrees 44 minutes 51 seconds E a distance of 35.27 feet; S 82 degrees 33 minutes 55 seconds E a distance of 57.32 feet; N 72 degrees 57 minutes 56 seconds E a distance of 64.59 feet; N 80 degrees 44 minutes 59 seconds E a distance of 54.39 feet; N 55 degrees 39 minutes 33 seconds E a distance of 45.46 feet; N. 80 degrees 14 minutes 44 seconds E a distance of 18.50 feet; N 62 degrees 02 minutes 39 seconds E a distance of 23.00 feet; N 34 degrees 30 minutes 45 seconds E a distance of 29.26 feet; N 57 degrees 19 minutes 12 seconds E a distance of 35.45 feet; N 39 degrees 44 minutes 41 seconds E a distance of 45.06 feet; N 79 degrees 17 minutes 29 seconds E a distance of 26.89 feet; N 44 degrees 06 minutes 29 seconds E a distance of 52.88 feet; and N 60 degrees 50 minutes 48 seconds E a distance of 27.07 feet;

Thence leaving said stream centerline S 15 degrees 38 minutes 09 second W a distance of 777.35 feet (passing a 1/ 2" rebar found 30.45 feet from stream centerline) to a 1/2" rebar found;

Thence N 74 degrees 20 minutes 29 seconds W a distance of 350.06 feet to a 1/2" rebar found on the eastern right of way of Legion Drive and POINT OF BEGINNING.

Said parcel contains 4.68 Acres, more or less, and is more fully depicted on an ALTA/NSPS Land Title Survey for Sherer Family Real Estate, LLC (et. al.) by Chastain & Associates, P.C. dated April 18, 2017 (file 217C46)(hereinafter referred to as the "Land").

Together with all of Borrower's right, title and interest in and into all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awning and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles (excluding Borrower's personal automobiles, if any) building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, afteracquired property, renewals, replacements or substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Borrower in any such furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by Borrower or on behalf of Borrower, all tradenames, trademarks servicemarks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Premises or any part thereof or are now or hereafter acquired by Borrower; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by the Deed. The location of the above described collateral is also the location of the Land; and

Together with all easements rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates rights, titles, interests, privileges liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or

Together with all income, rents issues, profits and revenues of the Premises from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Borrower or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same (hereinafter collectively

hereafter acquired by Borrower; and

referred to as the "Property").

The above-referenced Property will be sold subject to the following: all, if any, outstanding ad valorem taxes and/or assessments; all, if any, other prior liens, easements, covenants, restrictions, encumbrances, zoning ordinances or other matters of record to which the Deed is junior in priority; and all, if any, matters affecting said Property which would be disclosed by an accurate survey and inspection of said Property. Said Property will be sold as the property of Sherer Family Real Estate, LLC and the proceeds will be applied to the payment of the described indebtedness, attorney's fees, and all expenses of this sale. Any remaining or surplus proceeds will be applied pursuant to the Deed and pursuant to the laws of the State of Georgia.

The above-referenced Property will be sold on an "as is, where is' basis without recourse against Lender and without representation or warranty of any kind or nature whatsoever by Lender with respect

To the best of the undersigned's knowledge and belief, the Property is presently owned by Sherer Family Real Estate, LLC who is the party in possession or a tenant

Renasant Bank, successor by merger with The Brand Banking Company, as Attorney-in-Fact for Sherer Family Real Estate, LLC

Mark L. Golder Lynn L. Carroll Golder Law, LLC 101 Village Parkway Building 1, Suite 400 Marietta, Georgia 30067 (404) 252-3000

THIS LAW FIRM ATTEMPTING TO COLLECT A **DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR** THAT PURPOSE.

4T-6/11-7/2-c

**NOTICE OF LOCATION** AND DESIGN APPROVAL P. I. 0007057 CSBRG-0007-00(057) **WARREN COUNTY** 

Notice is hereby given in compliance with Georgia Code 22-2-109 and 32-3-5 that the Georgia Department of Transportation has approved the Location and Design of this project.

The date of location and design approval is: June 5, 2020

The proposed project replaces the existing bridge at SR 16 and Short Creek. The project is in Warren County, GMD 154 approximately 6.3 miles southwest of Warrenton. The proposed roadway typical section consists of 12-foot-wide travel lanes with 10foot-wideshoulders (roadway) and 8- foot-wide shoulders (bridge). The project length is approximately 0.2 miles.

The proposed bridge will be replaced at the current location; traffic will be maintained during construction via an off-site detour. The proposed detour route is approximately 19 miles and construction time is estimated to last 12 months.

NOTE: Ordinarily the maps or plats would be available for public review at our area office. Due to current COVID-19 measures, members of the public are not allowed to enter state buildings at this time. We apologize for the inconvenience. Anyone with questions or concerns about the project should call or email the area engineer listed below. To obtain copies of the drawings, maps or plats, please follow the instructions outlined below.

Billy Baxter, Assistant Area Engineer District 2, Area 4 wbaxter@dot.ga.gov 4260 Frontage Road Augusta, GA 30909 706-855-3469

Any interested party may obtain a copy of the drawings or maps or plats or portions thereof by paying a nominal fee and requesting in writing to:

Ms. Kimberly W. Nesbitt Office of Program Delivery Attn: Recheal McMullin RMcmullin@dot.ga.gov 600 W Peachtree St NW, 25th Floor Atlanta, GA 30308 (334) 233-2231

Any written request or communication in reference to this project or notice SHOULD include the Project and P. I. Numbers as noted at the top of this notice. 4t-6/11-7/2-c

### **NOTICE OF SALE UNDER POWER**

#### **STATE OF GEORGIA COUNTY OF WARREN**

Under and by virtue of the power of sale granted by Michael H. ("Grantor") English Queensborough National Bank and Trust Company ("Grantee") in that certain Deed to Secure Debt dated June 26, 2008, and recorded in the Office of the Clerk of the Superior Court of Warren County, Georgia, in Deed Book 8G, Page(s) 525, et seq., Grantee will offer for sale at public outcry before the Courthouse Door, in Warren County, Georgia, within the legal hours of sale on the First Tuesday in July 2020, being July 7, 2020, for CASH to the highest bidder, the purchaser paying the transfer tax, all costs of preparing and recording a deed of conveyance, ad valorem taxes and all other assessments or liens against the property, if any, the following-described properties, to-

#### **SEE "EXHIBIT A" ATTACHED HERETO**

The above-referenced Deed to Secure Debt was given to secure an indebtedness evidenced by a Promissory Note in the original principal amount of SEVENTY-THREE THOUSAND NINE HUNDRED TWENTY 97/100 DOLLARS (\$73,920.97) with interest thereon, and also any renewals, extensions, or modifications of any such indebtedness in whole or in part and all future advances that were made by Grantee.

The indebtedness secured by said Deed to Secure Debt has been and is again declared due and payable in full because of, among other events of default, the failure of Borrower to make payments when due in the manner provided in the Promissory Note. The indebtedness remaining in default, the sale will be made for the purpose of applying the proceeds thereof to the payment of the indebtedness secured by the said Deed to Secure Debt, accrued interest thereon, expenses of the sale, attorneys fees (notice of intention to collect attorneys' fees having been given) and all other sums secured by the Deed to Secure Debt, and the remainder, if any, shall be applied as provided by said Deed to Secure Debt and by law.

To the best of the undersigned's knowledge and belief, the property described on "Exhibit A" is in the possession of Michael H. English,

or a tenant or tenants. The property is more commonly known as 1221 ENGLISH POND ROAD. WARRENTON, GEORGIA 30828. Said property will be sold as the property of Michael H. English and subject to any outstanding ad valorem taxes (including taxes which are a lien, but are not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, zoning ordinances, covenants, all liens, encumbrances, easements, restrictions or other matters of record that may have priority over said Deed to Secure Debt, if any. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U. S. Bankruptcy Code, and (2) to final confirmation and audit of the status of the Loan with the holder of the Deed to Secure Debt.

In compliance with Official Code of Georgia Section 44-124-162.2, Grantee hereby states that the person with full authority to negotiate, amend, and modify all terms of the security deed with the debtor is Mr. Tom Watson, whose address is 113 East Broad Street, Louisville, Georgia 30434 and whose telephone number is 478-625-2021. However, this statement does not imply that Grantee will in fact agree to negotiate, amend and modify the terms of the security deed. Queensborough National Bank and Trust Company, James C. Overstreet, Jr., KLOSINSKI OVERSTREET, LLP, 1229 Augusta West Parkway, Augusta, Georgia 30909, Tel: 706-863-2255.

### "EXHIBIT A"

All that tract, lot or parcel of land situate, lying and being in the 157th District, G.M., Warren County, Georgia, improvements thereon containing 17.9 acres, more or less, as shown on a plat of survey made by Walter D. Dickson, Šurveyor, dated May 1, 1956, and recorded in Deed Book 3-J, page 382, Clerk's Office, **Warren County Superior** Court, the courses and distances, metes and bounds, as shown on said plat, being referred to herein by specific reference for the purpose of a more complete and accurate description of said premises. Said property is bounded, now or formerly, as follows, to-

wit: North by the right-ofway of a public road; East by the waters of Rocky Comfort Creek; South and West by property of C.E. English, Jr. and Betty S. English.

**SAVE AND EXCEPT from** the above-described property the following:

A Warranty Deed from C.E. English, Sr., to C.E. English, III, dated April 24, 1973, conveying 2.02 acres, said deed being recorded in the Office of the Clerk of Warren County Superior Court in Deed Book 4-E at page

A Warranty Deed from C.E. English, Sr., to Warren County, dated January 13, 1978, conveying 144 acres of land, said deed being recorded in said Clerk's Office in Deed Book 4-O at page 172.

A Warranty Deed from C.E. English, Sr., to Michael H. English, dated November 20, 1981, conveying (2) acres, more or less, said deed being recorded in Deed Book 4-V at page 569.

A one (1) acre parcel upon which the house of the Grantor (Lorene English) is located as shown and described on that certain Plat of Survey dated April 23, 1992, by William L. Johnson, RLS #1750, which Plat is recorded in the Warren County Clerk's Office in Plat Book Slide A at page 227(a) and to which reference is made for descriptive and all other purposes.

The above-described property is a portion of the property transferred by Deed of Assent from Lorene English, as Executrix of the Estate of C.E. English, Sr., to Lorene English, individually, as recorded in the Warren County Clerk's Office in Deed Book 4-Z at page 346.

Map and Parcel No.: Being a portion of 024 050

4T-6/11-7/2-c

## **City Of Camak July Tax Sale Notices**

### **DELINQUENT PROPERTY TAX SALE**

Under and by virtue of certain tax Fi. Fa.'s issued by the City Clerk of City of Camak, Warren County, Georgia, in favor of the State of Georgia and County of Warren, and the City of Camak, against the following named persons and the property as described next to their respective name(s). They will be sold for cash or certified funds at public outcry, before the City Hall door in Camak, Warren County, Georgia, between the legal hours of sale, on the first Tuesday in July, 2020, the same being July 7th, 2020, and continuing on July 8th, 2020, if necessary between the legal hours of sale, 10:00 AM and 4:00 PM. The below listed and described properties, or as much thereof as will satisfy the State and County, and City tax execution on the respective individual and property. The property (ies) hereinafter described have been levied on as the property of the persons whose names immediately precede the property description. Each of the respective parcels of property are located in City of Camak, Warren County, State of Georgia. The years for which said Fi. Fa.'s are issued and levied are stated opposite the name of the owner in each case. Each defendant and tenant in possession, if applicable, has been notified of levy time and place of sale. Purchaser shall pay for title, all transfer costs, all taxes, advertising costs and recording fees. Any mobile home(s) situated on the parcels are excluded from sale unless otherwise noted. Any mobile home included will be considered a fixture of the property. All redemption rights given to the land will apply to the mobile home.

> Map & Parcel: C01009

Defendant in Fi Fa: Cynthia Chavous Hamilton Current Record Holder: Hamilton, Cynthia Chavous CRH Address: 2607 50th Drive East Apartment 103

Bradenton, FL 34208

Amount Due: \$783.99 Tax Years Due: 2019, 2018, 2017, 2016

Deed Book: 7Q/537; HH/191

All that tract of land being in the: State of Georgia, County of Warren, Legal Description: City of Camak, being 0.50 acres, more or less. Being Lot 9. As shown in Deed Book HH, Page 191. Or as further described in Deed Book 7Q, Page 537. Being known as Tax Map & Parcel C01009, Warren County, Georgia.

> Map & Parcel: C02043

Defendant in Fi Fa: Carolyn Baker

Heirs Known & Unknown of Baker, Mark Jr Deceased Current Record Holder:

CRH Address: 4365 Bach Drive Sherrills Ford, NC 28673 9314

Amount Due: \$404.27 Tax Years Due: 2019,2018 Deed Book: 5E/63

Legal Description: All that tract of land being in the: State of Georgia, County of Warren, Town of Camak, being 1.31 acres, more or less. Or as further described in Deed Book 5E, Page 63. Being known as Tax Map & Parcel C02043, Warren County, Georgia.

> -s-Margaret Pinion City Clerk

\* Deed Book: Refers to Deed Records located in the City of Camak Courthouse, Clerk of Superior Court's Office where property is more fully described. 4C 2 26 4t-6/11-7/2-c

### NOTICE OF **SALE UNDER POWER**

STAE OF GEORGIA **COUNTY OF WARREN** 

By virtue of the Power of Sale contained in that certain Deed to Secure Debt, Security Agreement and Fixture Filing from Sherer Family Real Estate, LLC ("Borrower") dated May 9, 2017 to The Brand Banking Company, now known as Renasant Bank. through acquisition and merger ("Lender"), recorded in Deed Book 0009L, Pages 0468-0487, Warren County, Georgia records (the "Deed"), conveying the afterdescribed property to secure a Note dated May 9, 2017 in the principal amount of One Million Three Hundred Thirty Thousand and No/100 (\$1,330,000.00) Dollars, with interest thereon, as set forth therein (the "Note"), the undersigned, pursuant to said Deed has declared the entire amount of said indebtedness due and payable because of default. Further, pursuant to that Power of Sale, the undersigned will, on the first Tuesday in July 2020 during the legal hours of sale before the courthouse door in Warren County, Georgia, sell at public outcry to the highest bidder, for cash, the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances (hereinafter referred to collectively as the "Premises") in said Deed, to wit:

All that tract or parcel of land lying and being in the 425th Georgia Militia District of Warren County, Georgia and being situated within the city limits of Warrenton, Georgia, being more particularly described as

**COMMENCING** at an unmonumented position where the centerline of Azalea Drive intersects with the western right of way of Legion Drive (120' R/W, a.k.a. Georgia Highway 80, Georgia Highway 12 By-Pass, and U.S. Highway 278 By-Pass), thence N 84 degrees 41 minutes 13 seconds E a distance of 128.34 feet to a 1/2" rebar found on the eastern right of way of said Legion Drive and the true POINT OF BEGINNING.

From said POINT OF BEGINNING, proceed along the eastern right of way of said Legion Drive N 15 degrees 38 minutes 04 seconds E a distance of 380.88 feet to a point in the center of a stream.

Thence proceed along the centerline of said stream the following courses and distances:

N 66 degrees 59 minutes 02 seconds E a distance of 22.06 feet; N 00 degrees 06 minutes 57 seconds E a distance of 52.06 feet; N 21 degrees 44 minutes 51 seconds E a distance of 35.27 feet; S 82 degrees 33 minutes 55 seconds E a distance of 57.32 feet; N 72 degrees 57 minutes 56 seconds E a distance of 64.59 feet; N 80 degrees 44 minutes 59 seconds E a distance of 54.39 feet; N 55 degrees 39 minutes 33 seconds E a distance of 45.46 feet; N. 80 degrees 14 minutes 44 seconds E a distance of 18.50 feet; N 62 degrees 02 minutes 39 seconds E a distance of 23.00 feet; N 34 degrees 30 minutes 45 seconds E a distance of 29.26 feet; N 57 degrees 19 minutes 12 seconds E a distance of 35.45 feet; N 39 degrees 44 minutes 41 seconds E a distance of 45.06 feet; N 79 degrees 17 minutes 29 seconds E a distance of 26.89 feet; N 44 degrees 06 minutes 29 seconds E a distance of 52.88 feet; and N 60 degrees 50 minutes 48 seconds E a distance of

Thence leaving said stream centerline S 15 degrees 38 minutes 09 second W a distance of 777.35 feet (passing a 1/ 2" rebar found 30.45 feet from stream centerline) to a 1/2" rebar found;

27.07 feet;

Thence N 74 degrees 20 minutes 29 seconds W a distance of 350.06 feet to a 1/2" rebar found on the eastern right of way of Legion Drive and POINT OF BEGINNING.

Said parcel contains 4.68 Acres, more or less, and is more fully depicted on an ALTA/NSPS Land Title Survey for Sherer Family Real Estate, LLC (et. al.) by Chastain & Associates, P.C. dated April 18, 2017 (file 217C46)(hereinafter referred to as the "Land").

Together with all of Borrower's right, title and interest in and into all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awning and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles (excluding Borrower's personal automobiles, if any) building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, afteracquired property, renewals, replacements or substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Borrower in any such furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Borrower or on behalf of Borrower, all tradenames. trademarks servicemarks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Premises or any part thereof or are now or hereafter acquired by Borrower; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by the Deed. The location of the above described collateral is also the location of the Land; and

Together with all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or

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To the best of the undersigned's knowledge and belief, the Property is presently owned by Sherer Family Real Estate, LLC who is the party in possession or a tenant

Renasant Bank, successor by merger with The Brand Banking Company, as Attorney-in-Fact for Sherer Family Real Estate, LLC

Mark L. Golder Lynn L. Carroll Golder Law, LLC 101 Village Parkway Building 1, Suite 400 Marietta, Georgia 30067 (404) 252-3000

THIS LAW FIRM ATTEMPTING TO COLLECT A **DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR** THAT PURPOSE.

4T-6/11-7/2-c

**NOTICE OF LOCATION** AND DESIGN APPROVAL P. I. 0007057 CSBRG-0007-00(057) WARREN COUNTY

Notice is hereby given in compliance with Georgia Code 22-2-109 and 32-3-5 that the Georgia Department of Transportation has approved the Location and Design of this project.

The date of location and design approval is: June 5, 2020

The proposed project replaces the existing bridge at SR 16 and Short Creek. The project is in Warren County, GMD 154, approximately 6.3 miles southwest of Warrenton. The proposed roadway typical section consists of 12-foot-wide travel lanes with 10foot-wideshoulders (roadway) and 8- foot-wide shoulders (bridge). The project length is approximately 0.2 miles.

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NOTE: Ordinarily the maps or plats would be available for public review at our area office. Due to current COVID-19 measures, members of the public are not allowed to enter state buildings at this time. We apologize for the inconvenience. Anyone with questions or concerns about the project should call or email the area engineer listed below. To obtain copies of the drawings, maps or plats, please follow the instructions outlined below.

Billy Baxter, Assistant Area Engineer District 2, Area 4 wbaxter@dot.ga.gov 4260 Frontage Road Augusta, GA 30909 706-855-3469

Any interested party may obtain a copy of the drawings or maps or plats or portions thereof by paying a nominal fee and requesting in writing to:

Ms. Kimberly W. Nesbitt Office of Program Delivery Attn: Recheal McMullin RMcmullin@dot.ga.gov 600 W Peachtree St NW, 25th Floor Atlanta, GA 30308 (334) 233-2231

Any written request or communication in reference to this project or notice SHOULD include the Project and P. I. Numbers as noted at the top of this notice.

4t-6/11-7/2-c

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To the best of the undersigned's knowledge and belief, the property described on "Exhibit A" is in the possession of Michael H. English,

or a tenant or tenants. The property is more commonly known as 1221 ENGLISH POND ROAD. WARRENTON, GEORGIA 30828. Said property will be sold as the property of Michael H. English and subject to any outstanding ad valorem taxes (including taxes which are a lien, but are not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, zoning ordinances, covenants, all liens, encumbrances, easements, restrictions or other matters of record that may have priority over said Deed to Secure Debt, if any. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U. S. Bankruptcy Code, and (2) to final confirmation and audit of the status of the Loan with the holder of the Deed to Secure Debt.

In compliance with Official Code of Georgia Section 44-124-162.2, Grantee hereby states that the person with full authority to negotiate, amend, and modify all terms of the security deed with the debtor is Mr. Tom Watson, whose address is 113 East Broad Street, Louisville, Georgia 30434 and whose telephone number is 478-625-2021. However, this statement does not imply that Grantee will in fact agree to negotiate, amend and modify the terms of the security deed. Queensborough National Bank and Trust Company, James C. Overstreet, Jr., KLOSINSKI OVERSTREET, LLP, 1229 Augusta West Parkway, Augusta, Georgia 30909, Tel: 706-863-2255.

#### "EXHIBIT A"

All that tract, lot or parcel of land situate, lying and being in the 157th District, G.M., Warren County, Georgia, improvements thereon containing 17.9 acres, more or less, as shown on a plat of survey made by Walter D. Dickson, Šurveyor, dated May 1, 1956, and recorded in Deed Book 3-J, page 382, Clerk's Office, **Warren County Superior** Court, the courses and distances, metes and bounds, as shown on said plat, being referred to herein by specific reference for the purpose of a more complete and accurate description of said premises. Said property is bounded, now or formerly, as follows, to-

wit: North by the right-ofway of a public road; East by the waters of Rocky Comfort Creek; South and West by property of C.E. English, Jr. and Betty S. English.

**SAVE AND EXCEPT from** the above-described property the following:

A Warranty Deed from C.E. English, Sr., to C.E. English, III, dated April 24, 1973, conveying 2.02 acres, said deed being recorded in the Office of the Clerk of Warren County Superior Court in Deed Book 4-E at page

A Warranty Deed from C.E. English, Sr., to Warren County, dated January 13, 1978, conveying 144 acres of land, said deed being recorded in said Clerk's Office in Deed Book 4-O at page 172.

A Warranty Deed from C.E. English, Sr., to Michael H. English, dated November 20, 1981, conveying (2) acres, more or less, said deed being recorded in Deed Book 4-V at page 569.

A one (1) acre parcel upon which the house of the Grantor (Lorene English) is located as shown and described on that certain Plat of Survey dated April 23, 1992, by William L. Johnson, RLS #1750, which Plat is recorded in the Warren County Clerk's Office in Plat Book Slide A at page 227(a) and to which reference is made for descriptive and all other purposes.

The above-described property is a portion of the property transferred by Deed of Assent from Lorene English, as Executrix of the Estate of C.E. English, Sr., to Lorene English, individually, as recorded in the Warren County Clerk's Office in Deed Book 4-Z at page 346.

Map and Parcel No.: Being a portion of 024 050

4T-6/11-7/2-c

## **City Of Camak July Tax Sale Notices**

### **DELINQUENT PROPERTY TAX SALE**

Under and by virtue of certain tax Fi. Fa.'s issued by the City Clerk of City of Camak, Warren County, Georgia, in favor of the State of Georgia and County of Warren, and the City of Camak, against the following named persons and the property as described next to their respective name(s). They will be sold for cash or certified funds at public outcry, before the City Hall door in Camak, Warren County, Georgia, between the legal hours of sale, on the first Tuesday in July, 2020, the same being July 7th, 2020, and continuing on July 8th, 2020, if necessary between the legal hours of sale, 10:00 AM and 4:00 PM. The below listed and described properties, or as much thereof as will satisfy the State and County, and City tax execution on the respective individual and property. The property (ies) hereinafter described have been levied on as the property of the persons whose names immediately precede the property description. Each of the respective parcels of property are located in City of Camak, Warren County, State of Georgia. The years for which said Fi. Fa.'s are issued and levied are stated opposite the name of the owner in each case. Each defendant and tenant in possession, if applicable, has been notified of levy time and place of sale. Purchaser shall pay for title, all transfer costs, all taxes, advertising costs and recording fees. Any mobile home(s) situated on the parcels are excluded from sale unless otherwise noted. Any mobile home included will be considered a fixture of the property. All redemption rights given to the land will apply to the mobile home.

> Map & Parcel: C01009

Defendant in Fi Fa: Cynthia Chavous Hamilton Current Record Holder: Hamilton, Cynthia Chavous

CRH Address: 2607 50th Drive East Apartment 103 Bradenton, FL 34208

Amount Due: \$783.99

Tax Years Due: 2019, 2018, 2017, 2016

Deed Book: 7Q/537; HH/191

All that tract of land being in the: State of Georgia, County of Warren, Legal Description: City of Camak, being 0.50 acres, more or less. Being Lot 9. As shown in Deed Book HH, Page 191. Or as further described in Deed Book 7Q, Page 537. Being known as Tax Map & Parcel C01009, Warren County, Georgia.

> Map & Parcel: C02043

Defendant in Fi Fa: Carolyn Baker

Heirs Known & Unknown of Baker, Mark Jr Deceased Current Record Holder:

CRH Address: 4365 Bach Drive Sherrills Ford, NC 28673 9314

Amount Due: \$404.27 Tax Years Due: 2019,2018 Deed Book: 5E/63

Legal Description: All that tract of land being in the: State of Georgia, County of Warren, Town of Camak, being 1.31 acres, more or less. Or as further described in Deed Book 5E, Page 63. Being known as Tax Map & Parcel C02043, Warren County, Georgia.

> -s-Margaret Pinion City Clerk

\* Deed Book: Refers to Deed Records located in the City of Camak Courthouse, Clerk of Superior Court's Office where property is more fully described. 4C 2 26 4t-6/11-7/2-c

### NOTICE OF **SALE UNDER POWER**

STAE OF GEORGIA **COUNTY OF WARREN** 

By virtue of the Power of Sale contained in that certain Deed to Secure Debt, Security Agreement and Fixture Filing from Sherer Family Real Estate, LLC ("Borrower") dated May 9, 2017 to The Brand Banking Company, now known as Renasant Bank. through acquisition and merger ("Lender"), recorded in Deed Book 0009L, Pages 0468-0487, Warren County, Ğeorgia records (the "Deed"), conveying the afterdescribed property to secure a Note dated May 9, 2017 in the principal amount of One Million Three Hundred Thirty Thousand and No/100 (\$1,330,000.00) Dollars, with interest thereon, as set forth therein (the "Note"), the undersigned, pursuant to said Deed has declared the entire amount of said indebtedness due and payable because of default. Further, pursuant to that Power of Sale, the undersigned will, on the first Tuesday in July 2020 during the legal hours of sale before the courthouse door in Warren County, Georgia, sell at public outcry to the highest bidder, for cash, the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances (hereinafter referred to collectively as the "Premises") in said Deed, to wit:

All that tract or parcel of land lying and being in the 425th Georgia Militia District of Warren County, Georgia and being situated within the city limits of Warrenton, Georgia, being more particularly described as follows:

**COMMENCING** at an unmonumented position where the centerline of Azalea Drive intersects with the western right of way of Legion Drive (120' R/W, a.k.a. Georgia Highway 80, Georgia Highway 12 By-Pass, and U.S. Highway 278 By-Pass), thence N 84 degrees 41 minutes 13 seconds E a distance of 128.34 feet to a 1/2" rebar found on the eastern right of way of said Legion Drive and the true POINT OF BEGINNING.

From said POINT OF BEGINNING, proceed along the eastern right of way of said Legion Drive N 15 degrees 38 minutes 04 seconds E a distance of 380.88 feet to a point in the center of a stream.

Thence proceed along the centerline of said stream the following courses and distances:

N 66 degrees 59 minutes 02 seconds E a distance of 22.06 feet; N 00 degrees 06 minutes 57 seconds E a distance of 52.06 feet; N 21 degrees 44 minutes 51 seconds E a distance of 35.27 feet; S 82 degrees 33 minutes 55 seconds E a distance of 57.32 feet; N 72 degrees 57 minutes 56 seconds E a distance of 64.59 feet; N 80 degrees 44 minutes 59 seconds E a distance of 54.39 feet; N 55 degrees 39 minutes 33 seconds E a distance of 45.46 feet; N. 80 degrees 14 minutes 44 seconds E a distance of 18.50 feet; N 62 degrees 02 minutes 39 seconds E a distance of 23.00 feet; N 34 degrees 30 minutes 45 seconds E a distance of 29.26 feet; N 57 degrees 19 minutes 12 seconds E a distance of 35.45 feet; N 39 degrees 44 minutes 41 seconds E a distance of 45.06 feet; N 79 degrees 17 minutes 29 seconds E a distance of 26.89 feet; N 44 degrees 06 minutes 29 seconds E a distance of 52.88 feet; and N 60 degrees 50 minutes 48 seconds E a distance of 27.07 feet;

Thence leaving said stream centerline S 15 degrees 38 minutes 09 second W a distance of 777.35 feet (passing a 1/ 2" rebar found 30.45 feet from stream centerline) to a 1/2" rebar found;

Thence N 74 degrees 20 minutes 29 seconds W a distance of 350.06 feet to a 1/2" rebar found on the eastern right of way of Legion Drive and POINT OF BEGINNING.

Said parcel contains 4.68 Acres, more or less, and is more fully depicted on an ALTA/NSPS Land Title Survey for Sherer Family Real Estate, LLC (et. al.) by Chastain & Associates, P.C. dated April 18, 2017 (file 217C46)(hereinafter referred to as the "Land").

Together with all of Borrower's right, title and interest in and into all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awning and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles (excluding Borrower's personal automobiles, if any) building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, afteracquired property, renewals, replacements or substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Borrower in any such furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property subject to or covered by any prior security agreement conditional sales contract, chattel mortgage or similar lien or claim. together with the benefit of any deposits or payments now or hereafter made by Borrower or on behalf of Borrower, all tradenames, trademarks servicemarks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Premises or any part thereof or are now or hereafter acquired by Borrower; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by the Deed. The location of the above described collateral is also the location of the Land; and

Together with all easements rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower; and

Together with all income, rents, issues, profits and revenues of the Premises from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Borrower or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the

same (hereinafter collectively

referred to as the "Property").

The above-referenced Property will be sold subject to the following: all, if any, outstanding ad valorem taxes and/or assessments; all, if any, other prior liens, easements, covenants, restrictions, encumbrances, zoning ordinances or other matters of record to which the Deed is junior in priority; and all, if any, matters affecting said Property which would be disclosed by an accurate survey and inspection of said Property. Said Property will be sold as the property of Sherer Family Real Estate, LLC and the proceeds will be applied to the payment of the described indebtedness, attorney's fees, and all expenses of this sale. Any remaining or surplus proceeds will be applied pursuant to the Deed and pursuant to the laws of the State of Georgia.

The above-referenced Property will be sold on an "as is, where is' basis without recourse against Lender and without representation or warranty of any kind or nature whatsoever by Lender with respect

To the best of the undersigned's knowledge and belief, the Property is presently owned by Sherer Family Real Estate, LLC who is the party in possession or a tenant

Renasant Bank. successor by merger with The Brand Banking Company, as Attorney-in-Fact for Sherer Family Real Estate, LLC

Mark L. Golder Lynn L. Carroll Golder Law, LLC 101 Village Parkway Building 1, Suite 400 Marietta, Georgia 30067 (404) 252-3000

THIS LAW FIRM IS ATTEMPTING TO COLLECT A **DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR** THAT PURPOSE.

4T-6/11-7/2-c

**NOTICE OF LOCATION** AND DESIGN APPROVAL P. I. 0007057

CSBRG-0007-00(057) WARREN COUNTY

Notice is hereby given in compliance with Georgia Code 22-2-109 and 32-3-5 that the Georgia Department of Transportation has approved the Location and Design of this project.

The date of location and design approval is: June 5, 2020

The proposed project replaces the existing bridge at SR 16 and Short Creek. The project is in Warren County, GMD 154 approximately 6.3 miles southwest of Warrenton. The proposed roadway typical section consists of 12-foot-wide travel lanes with 10foot-wideshoulders (roadway) and 8- foot-wide shoulders (bridge) The project length is approximately 0.2 milés.

The proposed bridge will be replaced at the current location; traffic will be maintained during construction via an off-site detour. The proposed detour route is approximately 19 miles and construction time is estimated to last 12 months.

NOTE: Ordinarily the maps or plats would be available for public review at our area office. Due to current COVID-19 measures, members of the public are not allowed to enter state buildings at this time. We apologize for the inconvenience. Anyone with questions or concerns about the project should call or email the area engineer listed below. To obtain copies of the drawings. maps or plats, please follow the instructions outlined below.

Billy Baxter, Assistant Area Engineer District 2, Area 4 wbaxter@dot.ga.gov 4260 Frontage Road Augusta, GA 30909 706-855-3469

Any interested party may obtain a copy of the drawings or maps or plats or portions thereof by paying a nominal fee and requesting in writing to:

Ms. Kimberly W. Nesbitt Office of Program Delivery Attn: Recheal McMullin RMcmullin@dot.ga.gov 600 W Peachtree St NW, 25th Floor Atlanta, GA 30308 (334) 233-2231

Any written request communication in reference to this project or notice SHOULD include the Project and P. I. Numbers as noted at the top of this notice. 4t-6/11-7/2-c

## **City Of Camak July Tax Sale Notices**

### **DELINQUENT PROPERTY TAX SALE**

Under and by virtue of certain tax Fi. Fa.'s issued by the City Clerk of City of Camak, Warren County, Georgia, in favor of the State of Georgia and County of Warren, and the City of Camak, against the following named persons and the property as described next to their respective năme(s). They will be sold for cash or certified funds at public outcry, before the City Hall door in Camak, Warren County, Georgia, between the legal hours of sale, on the first Tuesday in July, 2020, the same being July 7th, 2020, and continuing on July 8th, 2020, if necessary between the legal hours of sale, 10:00 AM and 4:00 PM. The below listed and described properties, or as much thereof as will satisfy the State and County, and City tax execution on the respective individual and property. The property (ies) hereinafter described have been levied on as the property of the persons whose names immediately precede the property description. Each of the respective parcels of property are located in City of Camak, Warren County, State of Georgia. The years for which said Fi. Fa.'s are issued and levied are stated opposite the name of the owner in each case. Each defendant and tenant in possession, if applicable, has been notified of levy time and place of sale. Purchaser shall pay for title, all transfer costs, all taxes, advertising costs and recording fees. Any mobile home(s) situated on the parcels are excluded from sale unless otherwise noted. Any mobile home included will be considered a fixture of the property. All redemption rights given to the land will apply to the mobile home.

> C01009 Map & Parcel: Cynthia Chavous Hamilton

Defendant in Fi Fa: Current Record Holder:

Hamilton, Cynthia Chavous 2607 50th Drive East Apartment 103

CRH Address: Bradenton, FL 34208

\$ 783.99 Amount Due:

Tax Years Due: 2019, 2018, 2017, 2016

Deed Book: 7Q/537; HH/191

Legal Description: All that tract of land being in the: State of Georgia, County of Warren, City of Camak, being 0.50 acres, more or less. Being Lot 9. As shown in Deed Book HH, Page 191. Or as further described in Deed Book 7Q, Page 537. Being known as Tax Map & Parcel C01009, Warren County, Georgia.

> Map & Parcel: C02043

Defendant in Fi Fa: Carolyn Baker

**Current Record Holder:** Heirs Known & Unknown of Baker, Mark Jr Deceased

CRH Address: 4365 Bach Drive

Sherrills Ford, NC 28673 9314 Amount Due: \$404.27

Tax Years Due: 2019,2018

Deed Book: 5E/63 Legal Description:

4t-6/11-7/2-c

All that tract of land being in the: State of Georgia, County of Warren, Town of Camak, being 1.31 acres, more or less. Or as further described in Deed Book 5E, Page 63. Being known as Tax Map & Parcel C02043, Warren County, Georgia.

> -s-Margaret Pinion City Clerk

\* Deed Book: Refers to Deed Records located in the City of Camak Courthouse, Clerk of Superior Court's Office where property is more fully described. 4C 2 26

**PUBLIC NOTICE** 

# **BID INVITATION**

**INVITATION TO BID** 

The Warren County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for construction on Five Points Jewell Road (at Joes Creek) and Lithonia Church Road (at Middle Creek) for the Warren County Board of Commissioners. The projects consist of clearing & grubbing, grading, storm drain pipe replacement, asphalt, guardrail installation, striping & grassing. Contractors must be GDOT certified.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the name of the bidder, the date and hour of opening and the project name. Bids will be received until 2:00 P.M. on July 16, 2020 at the Warren County Courthouse, 521 Main Street, Warrenton, Georgia 30828. Any bid received after this date and time will not be accepted.

Bidding documents may be obtained from the office of Atlas Technical Consultants, LLC. 2450 Commerce Avenue, Suite 100, Duluth, Georgia 30096. Contact John Solomon at (770) 263-5945 or via email john.solomon@oneatlas.com to order bid packages. Cost for the bid package is \$25.

Questions regarding bidding documents should be directed to Atlas Technical Consultants, LLC. (770) 263-5945. All questions project related must be submitted in writing to John Solomon via email john.solomon@oneatlas.com no later than July 9, 2020. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

All contractors shall submit with bid, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total bid made payable to the Warren County Board of Commissioners. Successful contractor will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company must be authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies, and must have an A.M. Best rating of A-6 or higher.

Warren County does not discriminate on the basis of disability in the admission or access to its programs or activities.

The written bid documents supersede any verbal or written prior communications between the parties. Award will be made to the contractor submitting the lowest responsive and responsible bid. Warren County reserves the right to reject any or all bids, to waive technicalities, and to make an award as deemed in its best interest. Warren County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

> John R. Graham, Chairman **Warren County Board Of Commissioners**

### NOTICE OF **SALE UNDER POWER**

STAE OF GEORGIA **COUNTY OF WARREN** 

By virtue of the Power of Sale contained in that certain Deed to Secure Debt, Security Agreement and Fixture Filing from Sherer Family Real Estate, LLC ("Borrower") dated May 9, 2017 to The Brand Banking Company, now known as Renasant Bank. through acquisition and merger ("Lender"), recorded in Deed Book 0009L, Pages 0468-0487, Warren County, Ğeorgia records (the "Deed"), conveying the afterdescribed property to secure a Note dated May 9, 2017 in the principal amount of One Million Three Hundred Thirty Thousand and No/100 (\$1,330,000.00) Dollars, with interest thereon, as set forth therein (the "Note"), the undersigned, pursuant to said Deed has declared the entire amount of said indebtedness due and payable because of default. Further, pursuant to that Power of Sale, the undersigned will, on the first Tuesday in July 2020 during the legal hours of sale before the courthouse door in Warren County, Georgia, sell at public outcry to the highest bidder, for cash, the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances (hereinafter referred to collectively as the "Premises") in said Deed, to wit:

All that tract or parcel of land lying and being in the 425th Georgia Militia District of Warren County, Georgia and being situated within the city limits of Warrenton, Georgia, being more particularly described as follows:

**COMMENCING** at an unmonumented position where the centerline of Azalea Drive intersects with the western right of way of Legion Drive (120' R/W, a.k.a. Georgia Highway 80, Georgia Highway 12 By-Pass, and U.S. Highway 278 By-Pass), thence N 84 degrees 41 minutes 13 seconds E a distance of 128.34 feet to a 1/2" rebar found on the eastern right of way of said Legion Drive and the true POINT OF BEGINNING.

From said POINT OF BEGINNING, proceed along the eastern right of way of said Legion Drive N 15 degrees 38 minutes 04 seconds E a distance of 380.88 feet to a point in the center of a stream.

Thence proceed along the centerline of said stream the following

courses and distances: N 66 degrees 59 minutes 02 seconds E a distance of 22.06 feet; N 00 degrees 06 minutes 57 seconds E a distance of 52.06 feet; N 21 degrees 44 minutes 51 seconds E a distance of 35.27 feet; S 82 degrees 33 minutes 55 seconds E a distance of 57.32 feet; N 72 degrees 57 minutes 56 seconds E a distance of 64.59 feet; N 80 degrees 44 minutes 59 seconds E a distance of 54.39 feet; N 55 degrees 39 minutes 33 seconds E a distance of 45.46 feet; N. 80 degrees 14 minutes 44 seconds E a distance of 18.50 feet; N 62 degrees 02 minutes 39 seconds E a distance of 23.00 feet; N 34 degrees 30 minutes 45 seconds E a distance of 29.26 feet; N 57 degrees 19 minutes 12 seconds E a distance of 35.45 feet; N 39 degrees 44 minutes 41 seconds E a distance of 45.06 feet; N 79 degrees 17 minutes 29 seconds E a distance of 26.89 feet; N 44 degrees 06 minutes 29 seconds E a distance of 52.88 feet; and N 60 degrees 50 minutes 48 seconds E a distance of 27.07 feet;

Thence leaving said stream centerline S 15 degrees 38 minutes 09 second W a distance of 777.35 feet (passing a 1/ 2" rebar found 30.45 feet from stream centerline) to a 1/2" rebar found;

Thence N 74 degrees 20 minutes 29 seconds W a distance of 350.06 feet to a 1/2" rebar found on the eastern right of way of Legion Drive and POINT OF BEGINNING.

Said parcel contains 4.68 Acres, more or less, and is more fully depicted on an ALTA/NSPS Land Title Survey for Sherer Family Real Estate, LLC (et. al.) by Chastain & Associates, P.C. dated April 18, 2017 (file 217C46)(hereinafter referred to as the "Land").

Together with all of Borrower's right, title and interest in and into all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awning and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles (excluding Borrower's personal automobiles, if any) building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, afteracquired property, renewals, replacements or substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Borrower in any such furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Borrower or on behalf of Borrower, all tradenames, trademarks servicemarks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Premises or any part thereof or are now or hereafter acquired by Borrower; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by the Deed. The location of the above described collateral is also the location of the Land; and

Together with all easements rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower; and

Together with all income, rents, issues, profits and revenues of the Premises from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Borrower or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same (hereinafter collectively

referred to as the "Property").

The above-referenced Property will be sold subject to the following: all, if any, outstanding ad valorem taxes and/or assessments; all, if any, other prior liens, easements, covenants, restrictions, encumbrances, zoning ordinances or other matters of record to which the Deed is junior in priority; and all, if any, matters affecting said Property which would be disclosed by an accurate survey and inspection of said Property. Said Property will be sold as the property of Sherer Family Real Estate, LLC and the proceeds will be applied to the payment of the described indebtedness, attorney's fees, and all expenses of this sale. Any remaining or surplus proceeds will be applied pursuant to the Deed and pursuant to the laws of the State of Georgia.

The above-referenced Property will be sold on an "as is, where is' basis without recourse against Lender and without representation or warranty of any kind or nature whatsoever by Lender with respect

To the best of the undersigned's knowledge and belief, the Property is presently owned by Sherer Family Real Estate, LLC who is the party in possession or a tenant or tenants.

Renasant Bank. successor by merger with The Brand Banking Company, as Attorney-in-Fact for Sherer Family Real Estate, LLC

Mark L. Golder Lynn L. Carroll Golder Law, LLC 101 Village Parkway Building 1, Suite 400 Marietta, Georgia 30067 (404) 252-3000

THIS LAW FIRM IS ATTEMPTING TO COLLECT A **DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR** THAT PURPOSE.

4T-6/11-7/2-c

**NOTICE OF LOCATION** AND DESIGN APPROVAL P. I. 0007057

CSBRG-0007-00(057) **WARREN COUNTY** 

Notice is hereby given in compliance with Georgia Code 22-2-109 and 32-3-5 that the Georgia Department of Transportation has approved the Location and Design of this project.

The date of location and design approval is: June 5, 2020

The proposed project replaces the existing bridge at SR 16 and Short Creek. The project is in Warren County, GMD 154 approximately 6.3 miles southwest of Warrenton. The proposed roadway typical section consists of 12-foot-wide travel lanes with 10foot-wideshoulders (roadway) and 8- foot-wide shoulders (bridge) The project length is approximately 0.2 miles.

The proposed bridge will be replaced at the current location; traffic will be maintained during construction via an off-site detour. The proposed detour route is approximately 19 miles and construction time is estimated to last 12 months.

NOTE: Ordinarily the maps or plats would be available for public review at our area office. Due to current COVID-19 measures, members of the public are not allowed to enter state buildings at this time. We apologize for the inconvenience. Anyone with questions or concerns about the project should call or email the area engineer listed below. To obtain copies of the drawings, maps or plats, please follow the instructions outlined below.

Billy Baxter, Assistant Area Engineer District 2, Area 4 wbaxter@dot.ga.gov 4260 Frontage Road Augusta, GA 30909 706-855-3469

Any interested party may obtain a copy of the drawings or maps or plats or portions thereof by paying a nominal fee and requesting in writing to:

Ms. Kimberly W. Nesbitt Office of Program Delivery Attn: Recheal McMullin RMcmullin@dot.ga.gov 600 W Peachtree St NW, 25th Floor Atlanta, GA 30308 (334) 233-2231

Any written request or communication in reference to this project or notice SHOULD include the Project and P. I. Numbers as noted at the top of this notice. 4t-6/11-7/2-c

### **City Of Camak July Tax Sale Notices**

### **DELINQUENT PROPERTY TAX SALE**

Under and by virtue of certain tax Fi. Fa.'s issued by the City Clerk of City of Camak, Warren County, Georgia, in favor of the State of Georgia and County of Warren, and the City of Camak, against the following named persons and the property as described next to their respective năme(s). They will be sold for cash or certified funds at public outcry, before the City Hall door in Camak, Warren County, Georgia, between the legal hours of sale, on the first Tuesday in July, 2020, the same being July 7th, 2020, and continuing on July 8th, 2020, if necessary between the legal hours of sale, 10:00 AM and 4:00 PM. The below listed and described properties, or as much thereof as will satisfy the State and County, and City tax execution on the respective individual and property. The property (ies) hereinafter described have been levied on as the property of the persons whose names immediately precede the property description. Each of the respective parcels of property are located in City of Camak, Warren County, State of Georgia. The years for which said Fi. Fa.'s are issued and levied are stated opposite the name of the owner in each case. Each defendant and tenant in possession, if applicable, has been notified of levy time and place of sale. Purchaser shall pay for title, all transfer costs, all taxes, advertising costs and recording fees. Any mobile home(s) situated on the parcels are excluded from sale unless otherwise noted. Any mobile home included will be considered a fixture of the property. All redemption rights given to the land will apply to the mobile home.

> Map & Parcel: C01009

Defendant in Fi Fa:

Cynthia Chavous Hamilton Current Record Holder: Hamilton, Cynthia Chavous

CRH Address:

2607 50th Drive East Apartment 103

Bradenton, FL 34208

\$ 783.99 Amount Due:

Tax Years Due: 2019, 2018, 2017, 2016

Deed Book: 7Q/537; HH/191

Legal Description: All that tract of land being in the: State of Georgia, County of Warren, City of Camak, being 0.50 acres, more or less. Being Lot 9. As shown in Deed Book HH, Page 191. Or as further described in Deed Book 7Q, Page 537. Being known as Tax Map & Parcel C01009, Warren County, Georgia.

> Map & Parcel: C02043

Defendant in Fi Fa: Carolyn Baker

**Current Record Holder:** Heirs Known & Unknown of Baker, Mark Jr Deceased

CRH Address: 4365 Bach Drive

Sherrills Ford, NC 28673 9314

Amount Due: \$404.27 Tax Years Due: 2019,2018

Deed Book: 5E/63

4t-6/11-7/2-c

Legal Description: All that tract of land being in the: State of Georgia, County of Warren, Town of Camak, being 1.31 acres, more or less. Or as further described in Deed Book 5E, Page 63. Being known as Tax Map & Parcel C02043, Warren County, Georgia.

> -s-Margaret Pinion City Clerk

\* Deed Book: Refers to Deed Records located in the City of Camak Courthouse, Clerk of Superior Court's Office where property is more fully described. 4C 2 26

**PUBLIC NOTICE** 

## **BID INVITATION**

**INVITATION TO BID** 

The Warren County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for construction on Five Points Jewell Road (at Joes Creek) and Lithonia Church Road (at Middle Creek) for the Warren County Board of Commissioners. The projects consist of clearing & grubbing, grading, storm drain pipe replacement, asphalt, guardrail installation, striping & grassing. Contractors must be GDOT certified.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the name of the bidder, the date and hour of opening and the project name. Bids will be received until 2:00 P.M. on July 16, 2020 at the Warren County Courthouse, 521 Main Street, Warrenton, Georgia 30828. Any bid received after this date and time will not be accepted.

Bidding documents may be obtained from the office of Atlas Technical Consultants, LLC. 2450 Commerce Avenue, Suite 100, Duluth, Georgia 30096. Contact John Solomon at (770) 263-5945 or via email john.solomon@oneatlas.com to order bid packages. Cost for the bid package is \$25.

Questions regarding bidding documents should be directed to Atlas Technical Consultants, LLC. (770) 263-5945. All questions project related must be submitted in writing to John Solomon via email john.solomon@oneatlas.com no later than July 9, 2020. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

All contractors shall submit with bid, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total bid made payable to the Warren County Board of Commissioners. Successful contractor will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company must be authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies, and must have an A.M. Best rating of A-6 or higher.

Warren County does not discriminate on the basis of disability in the admission or access to its programs or activities.

The written bid documents supersede any verbal or written prior communications between the parties. Award will be made to the contractor submitting the lowest responsive and responsible bid. Warren County reserves the right to reject any or all bids, to waive technicalities, and to make an award as deemed in its best interest. Warren County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

> John R. Graham, Chairman **Warren County Board Of Commissioners**